EMPLOYEE RELOCATION COUNCIL (ERC) 11-POINT PROGRAM FOR AMENDED VALUE OPTION

- 1. Any employee wishing to take advantage of the Amended Value Option who lists his or her home with a real estate broker must include the Listing Addendum Exclusion Clause (Appendix 3) in the listing agreement. The listing agreement is terminated upon the sale of the home to Prudential Relocation, Inc.
- 2. Under no circumstances should an EMPLOYEE accept a downpayment from any potential buyer.
- 3. Under no circumstances should an EMPLOYEE sign an offer presented by any potential buyer.
- 4. EMPLOYEE enters into a binding "Contract of Sale" with Prudential Relocation, Inc.
- 5. After the execution of the Contract of Sale with Prudential Relocation, Inc. and after EMPLOYEE has vacated the home, all of the burdens and benefits of ownership pass to Prudential Relocation, Inc.
- 6. The Contract of Sale between EMPLOYEE and Prudential Relocation, Inc., at the higher price is unconditional and not contingent on any event, including the potential buyer obtaining a mortgage commitment.
- 7. Neither EMPLOYEE, nor DoD in the case of a relocation company transaction, exercises any discretion over the subsequent sale of the home by Prudential Relocation, Inc.
- 8. Prudential Relocation, Inc., enters into a separate listing agreement with a real estate broker to assist with the resale of the property.
- 9. Prudential Relocation, Inc., enters into a separate agreement to sell the home to a buyer.
- 10. Prudential Relocation, Inc., arranges for the transfer of title to the buyer.
- 11. The purchase price eventually paid by the buyer has no effect on the purchase price paid to EMPLOYEE.